



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

SOUTHWEST REGIONAL OFFICE

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STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO WOODGRAIN MILLWORK, INCORPORATED

Registration No. 11084

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1 – 1309, and - 1316, between the State Air Pollution Control Board and Woodgrain Millwork, Inc., for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable permits and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meanings assigned to them below:

1. “Board” means the State Air Pollution Control Board, a permanent citizens’ board of the Commonwealth of Virginia as described in Va. Code §§ 10.1-1184 and - 1301.
2. “Department” or “DEQ” means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
3. “Director” means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
4. “Facility” means the Woodgrain Millwork, Inc., located at 4615 Lee Highway, Marion, Smyth County, Virginia, which operates a wood products manufacturing facility.

5. “Notice of Violation” or “NOV” means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
6. “Order” means this document, also known as a “Consent Order” or “Order by Consent,” a type of Special Order under the Virginia Air Pollution Control Law.
7. “PCE” means partial compliance evaluation by DEQ staff.
8. “Permit” means the minor New Source Review permit to modify and operate a wood products manufacturing facility which was issued under the Virginia Air Pollution Control Law and the Regulations to Woodgrain Millwork, Inc. on September 4, 2012.
9. “Regulations” or “Regulations for the Control and Abatement of Air Pollution”, means 9 VAC 5 chapters 10 through 80.
10. “SWRO” means the Southwest Regional Office of DEQ, located in Abingdon, Virginia.
11. “Va. Code” means the Code of Virginia (1950), as amended.
12. “VAC” means the Virginia Administrative Code.
13. “Virginia Air Pollution Control Law” means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.
14. “Woodgrain Millwork, Inc.” means Woodgrain Millwork, Inc. owned by Woodgrain Millwork, Inc., a limited liability company authorized to do business in Virginia and its affiliates, partners, subsidiaries, and parents. Woodgrain Millwork, Inc. is a ‘person’ within the meaning of Va. Code § 10.1-1300.

SECTION C: Findings of Facts and Conclusions of Law

1. Woodgrain Millwork, Inc. owns and operates the Facility in Smyth County, Virginia. The Facility operates a wood products manufacturing facility.
2. On March 27, 2018, DEQ staff conducted a PCE of the Facility. During the PCE, DEQ staff noted there was no particulate filter installed in the spray coating operation. A subsequent review of records on site and records submitted on May 4, 2018 and May 1, 2018, indicated the Facility did not have: (1) a baghouse maintenance schedule, (2) baghouse maintenance records and (3) no annual inspection of the boiler multicyclone had been conducted. Additionally, submitted records indicated no particulate filters had been installed in the spray coating operation since the beginning of February 2018.

3. Conditions No. 2 and 21 of the Permit state, respectively: “Particulate emissions from the exhausts of the paint spray booths shall be controlled by fiberglass filters or equivalent...” and “Emissions from the operation of the paint spray booths shall not exceed the limits specified below: PM 19.92 lbs/hr 9.37 tns/yr – PM10 19.92 lbs/hr 9.37 tons/yr...”
4. 9 VAC 5-80-1180 states, “...D. Minor NSR permits will contain, but need not be limited to, any of the following elements as necessary to ensure that the permits are enforceable as a practical matter:...2. Conditions necessary to enforce emission standards. Conditions may include but not be limited to, any of the following:...d. Limits on the minimum required capture, removal and overall control efficiency for any air pollution control equipment...7. Reporting or recordkeeping requirements, or both...”
5. 9 VAC 5-50-260 states, “A. No owner or other person shall cause or permit to be discharged into the atmosphere from any affected facility any emissions in excess of emissions limitations representing best available control technology, as reflected in any term or condition that may be placed upon the minor NSR permit approval for the facility.”
6. Conditions 3 and 8 of the Permit state, respectively: “...An annual inspection shall be conducted on the multicyclone by the permittee to insure structural integrity.” and “...An annual inspection shall be conducted on the multicyclone collector by the permittee to insure structural integrity.”
7. Condition 30 of the Permit states, “The permittee shall take the following measures in order to minimize the duration and frequency of excess emissions, with respect to air pollution control equipment and process equipment which affect such emissions: a. Develop a maintenance schedule and maintain records of all scheduled and non-scheduled maintenance...”
8. 9 VAC 5-50-20 E states, “At all times, including periods of startup, shutdown, soot blowing and malfunction, owners shall, to the extent practicable, maintain and operate any affected facility including associated air pollution control equipment in a manner consistent with air pollution control practices for minimizing emissions. Determination of whether acceptable operating and maintenance procedures are being used will be based on information available to the board, which may include, but is not limited to, monitoring results, opacity observations, review of operating and maintenance procedures, and inspection of the source.”
9. Condition 31 of the Permit states: “The permittee shall maintain records of all emission data and operating parameters necessary to demonstrate compliance with this permit...”

10. 9 VAC 5-50-50 states, “F. The owner of a stationary source shall keep records as necessary to determine its emissions...”
11. On May 15, 2018, based on the March 27, 2018 PCE and records submitted on May 4, 2018 and May 11, 2018, the Department issued a Notice of Violation No. ASWRO000922 to Woodgrain Millwork, Inc. for the alleged violation described in paragraph C(2) above.
12. On May 23, 2018, the Department received a telephone response to the NOV from the Facility. On June 11, 2018, the Department met with representatives of Woodgrain Millwork, Inc. to discuss the alleged violations. Additional information was submitted by Woodgrain Millwork, Inc. regarding actions taken to address insufficient recordkeeping, scheduling of an annual inspection of the boiler multicyclone and maintaining installation of particulate filters in the spray coating operation. On June 20, 2018, the Department met with representatives of Woodgrain Millwork, Inc. to discuss additional information submitted regarding the paint spray coating operation.
13. Based on the results of the March 27, 2018 PCE, the May 23, 2018 telephone response, and the June 11, 2018 and June 20, 2018 meetings, the Board concludes that Woodgrain Millwork, Inc. has violated Conditions 2, 3, 8, 21, 30 and 31 and 9 VAC 5-80-1180, 9 VAC 5-50-260, 9 VAC 5-50-20 and 9 VAC 5-50-50 as described in paragraph C(2) through C(10).

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Board orders Woodgrain Millwork, Inc. and Woodgrain Millwork, Inc. agrees to:

Pay a civil charge of \$8,786 within 30 days of the effective date of the Order in settlement of the violation cited in this Order.

Each payment shall be made by check, certified check, money order or cashier’s check payable to the “Treasurer of Virginia”, delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Woodgrain Millwork, Inc. shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Woodgrain Millwork, Inc. shall be liable for attorneys’ fees of 30% of the

amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Woodgrain Millwork, Inc. for good cause shown by Woodgrain Millwork, Inc. , or on its own motion pursuant to the Administrative Process Act Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses only those violations specifically identified in Section C of this Order and NOV No. ASWRO000922 dated May 15, 2018. This Order shall not preclude the Board or Director from taking any action authorized by law, including, but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Woodgrain Millwork, Inc. admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Woodgrain Millwork, Inc. consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Woodgrain Millwork, Inc. declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law, and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board or Director to modify, rewrite, amend, or enforce this Order.
6. Failure by Woodgrain Millwork, Inc. to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Woodgrain Millwork, Inc. shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable

circumstances beyond its control and not due to a lack of good faith or diligence on its part. Woodgrain Millwork, Inc. shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Woodgrain Millwork, Inc. shall notify DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of this Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition listed above, which the parties intend to assert will result in the impossibility of compliance, shall constitute waiver of any claim of inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees, and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Woodgrain Millwork, Inc.. Nevertheless, Woodgrain Millwork, Inc. agrees to be bound by any compliance date, which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Woodgrain Millwork, Inc. has completed all of the requirements of the Order.
 - b. Woodgrain Millwork, Inc. petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order, or
 - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Woodgrain Millwork, Inc..

Termination of this Order, or of any obligation imposed in this Order, shall not operate to relieve Woodgrain Millwork, Inc. from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Woodgrain Millwork, Inc. and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Woodgrain Millwork, Inc. certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Woodgrain Millwork, Inc. to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Woodgrain Millwork, Inc.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Woodgrain Millwork, Inc. voluntarily agrees to the issuance of this Order.

And it is ORDERED this 24th day of July, 2018



Jeffrey L. Hurst - Regional Director
Department of Environmental Quality

Woodgrain Millwork, Inc. voluntarily agrees to the issuance of this Order.

Date: 07/24/18 By: Robb Hitch
Robb Hitch, Eastern Regional Manager
Woodgrain Millwork, Inc.

Commonwealth of Virginia

City/County of WASHINGTON

The foregoing document was signed and acknowledged before me this 24th day of
July, 2018 by ROBB HITCH who is
EASTERN REGIONAL MANAGER of Woodgrain Millwork, Inc., on behalf of
the corporation.

George Robert Feagins, II
Notary Public

7036627
Registration No.

My commission expires: 12/31/2018

Notary Seal:

